INVITATION FOR BID

GRASS CUTTING SERVICES
HRWTF AREA ONLY

HOPEWELL REGIONAL WASTEWATER TREATMENT FACILITY
CITY OF HOPEWELL

BID: #**10-14** DATE: **April 1, 2014**

Sealed Bids, subject to the general conditions and specifications hereby attached, will be received at the Office of the City Clerk, Second Floor, Municipal Building, 300 North Main Street, Hopewell, Virginia 23860 until, but not later than 11:00 a.m. **TUESDAY, May 13, 2014** and then publicly opened in the Council Chambers, Municipal Building, 300 North Main Street, Hopewell, Virginia on the aforementioned date and time for furnishing the solicited supplies or services.

1. All bids must be submitted in a sealed envelope.

2. Regardless of delivery method of bid, the **outside** of each envelope must clearly indicate the following: *(if bid is delivered by Federal Express, UPS, USPS Priority, etc. or any other means, the outside of **each** envelope **must also** clearly indicate)*:

Office of the City Clerk
Second Floor
Municipal Building
300 North Main Street
Hopewell, Virginia 23860
Closing Date of Bid: May 13, 2014
Commodity Name: Grass Cutting Services-HRWTF Area Only
Bid # 10-14

FOR YOUR BID TO BE CONSIDERED, IT MUST BE SUBMITTED ON THIS INVITATION FOR BID IN THE PLACES PROVIDED. BIDDERS SHALL SIGN THIS FORM (PAGE 3) WITHOUT DETACHING FROM REST OF BID AND MUST RETURN BID IN ITS ENTIRETY.

ANY BID RECEIVED AFTER THE ANNOUNCED TIME AND DATE OF OPENING, WHETHER BY MAIL OR OTHERWISE, WILL NOT BE CONSIDERED AND WILL BE RETURNED UNOPENED.

The right is reserved to reject any or all Bids submitted and also to place the order where it appears it will be to the best interest of the city. All quoted prices shall be FOB locations.

If you desire not to bid on this invitation, please forward your acknowledgement of NO BID.

FAILURE TO COMPLY WITH THIS REQUIREMENT WILL BE CAUSE FOR REMOVAL OF YOUR COMPANY'S NAME FROM THE BID LIST.

Period of contract shall run from July 1, 2014 through June 30, 2017.

The right is reserved to extend this contract, for two one year terms, to be mutually negotiated at a reasonable time prior to the expiration date; same to be agreeable to both buyer and seller.

All bid quotations are subject to general terms and conditions hereby attached and will be rejected if not properly executed.

Individual contractors must provide their social security numbers and other types of firms must provide their federal employer identification numbers in the payment clauses to be included in contracts.

Quantities indicated herein are estimates of anticipated usage. It is understood and agreed to between the parties of a resulting contract that the City may increase or decrease quantities at the quoted price. Furthermore, it is agreed to between the parties of a resulting contract that the City shall not be obligated to purchase or pay for materials by such contract unless and until they are ordered and delivered.

The City reserves the right to be sole judge and to make the award in accordance with its own judgement as to what will best meet its requirements and be in the best interest of the City. The City reserves the right to reject any or all bids, to waive all informalities, and to reject any or all items of any bid.

AVAILABILITY OF FUNDS: It is understood and agreed between the Bidder and the City that the City shall be bound hereunder only to the extent of the funds available or which may hereafter become available for the purpose of this quotation or agreement.

WITHDRAWAL OF BID: No bid may be withdrawn for a period of thirty (30) days from the date of bid opening unless the bidder has made a clerical error. The bidder shall give notice in writing of his claim of right to withdraw his bid within two (2) business days after the conclusion of the bid opening procedure and shall submit original work papers substantiating the error with such notice.

Bidding and contracting procedure shall conform to all applicable regulations and provisions of the *City of Hopewell Procurement Ordinance* effective July 1, 2005; a copy of which is available for inspection at the Office of the City Clerk.

Shayna J. Johnson, Purchasing Agent

Please return the bids to the Office of the City Clerk, Second Floor, Municipal Building, 300 North Main Street, Hopewell, Virginia 23860. Regardless of delivery method of bid, the **outside** of each envelope must clearly indicate the following: *(if bid is delivered by Federal Express, UPS, USPS Priority, etc. or any other means, the outside of **each** envelope **must also** clearly indicate)*:

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Hopewell, Virginia 23860
Closing Date of Bid: May 13, 2014
Commodity Name: Grass Cutting Services-HRWTF Area only
Bid # 10-14

In compliance with Invitation for Bid #10-14 and subject to all conditions thereof and attached thereto, the undersigned offers and agrees if the bid price and conditions will be accepted within sixty (60) calendar days from the date of opening to evaluate, to furnish any and all of the items upon which the prices are quoted, at the price set opposite each item, delivered at the points as specified and as scheduled.

NAME OF ORGANIZATION	EMAIL ADDRESS
STREET ADDRESS	TELEPHONE NUMBER
CITY, STATE, ZIP CODE	FAX NUMBER
NAME (TYPE OR PRINT)	OFFICIAL TITLE
SIGNATURE	DATE
STATE CORPORATION COMMISSION ID#	IRS I.D. #

Purpose

The City of Hopewell is seeking bids for grass cutting, trimming, and edging of selected sites.

Scope of Work

All equipment and labor is to be furnished by the contractor. Equipment will be maintained with manufactured safety devices. Tractors (farm type) will be equipped with roll bars, slow moving signs, and flashing lights if operated after dark. The contractor is responsible for posting signs at the worksite or at the beginning and ending on public right of ways.

All trash and debris shall be removed prior to and after mowing operation by the awarded contractor and disposed of at his expense.

Safety protection of the contractor's employees is required for head (hard hat), eyes (goggles), and feet (steel toe shoes) at all times during operation. Safety vests must be worn while working on or near public right of ways. Shorts and bare chests will not be allowed.

The contractor must provide evidence of Insurance coverage if awarded the contract, for General Liability, Comprehensive, Bodily Injury and Property Damage combined in the amount of $1,000,000. Workman's compensation insurance as required by Federal, State, and Municipal Laws for the protection of contractor's employees working on or in connection with the project, with employers liability limit of $500,000. The contractor is responsible for any damages to City properties, trees, shrubs, buildings, sidewalks, playground equipment, etc. in the operation of this contract.

Herbicide may be permitted for certain areas with the approval of the Contract Administrator. Material safety data sheets must be provided to the Contract Administrator prior to application.

Clean-up shall be accomplished prior to completion of the day's work and shall include cleaning walks, drives, curbs, plant beds, and any other areas affected by the contractor's operations. All collected trash, debris, and leaves shall be disposed of in designated areas or shall be removed from City property and disposed of in a legal manner.

Work under this contract shall not be allowed on Sunday without approval of the Contract Administrators.

The actual number of cuts could vary depending on the weather conditions during the growing season and/or due to a shortage or savings of funds. The HRWTF Director will determine when cutting is required and that decision is solely up to his/her discretion. At any time the Director sees fit to change from a weekly cutting schedule to a different schedule, such as once every two weeks, he/she is authorized as such. The price paid by the City per cutting will be the unit price given in this bid document. The City will not pay extra per cutting due to taller grass resulting from a once per two week schedule versus a once per week schedule.

Hopewell Regional Wastewater Treatment Facility Specifications

The Hopewell Regional Wastewater Treatment Facility's (HRWTF) lawn shall be maintained to present a neat, trimmed, uniform and clean appearance.

Mowing shall include all turfed areas at the HRWTF located at Hummel Ross Road, from the fence behind the Administration Building on the west side to the wooded area at the east side of the plant, from the woods on the south side of the plant to the woods on the north side, and from the main gate to Hummel Ross Road.

Mowing shall be done on an as-needed basis to maintain a neat and trim appearance. During the early spring and summer months weekly cuts will likely be needed. Lawns shall be mowed and trimmed on **Mondays**, weather permitting. The height of mowing shall be adjusted in accordance with the type of dominate grass. Grass clippings shall be collected whenever they are excessive or detract from the appearance of health of all lawn areas.

All of the following areas will be neatly trimmed with string trimmers with each cut: sidewalks, curbs, concrete tanks, trees, buildings, signs, plant beds, and all grass and weeds shall be pulled from the mulch beds and flower beds.

All clippings around the Administration Building and the employee parking lot shall be bagged and removed. Leaf removal shall be accomplished on a regular schedule so that leaves will not be allowed to mat down and damage the lawn or litter the sidewalks or curbs.

All areas will be cleared of trash, paper, bottles, wood, etc. before mowing operations begin. All debris picked up must be removed from the area promptly and disposed of by the contractor.

Equipment necessary for all operation shall be efficient for the task and maintained in a safe operating condition. The Contract Administrator may require that the contractor demonstrate these qualities are being accomplished as specified. All mowing equipment shall have guards in place while on the facility. Only turf type tires shall be used on lawn areas. All grass shall be cut with a rotary type mower. Bush hogs are not to be used.

Normal HRWTF hours are 7:00am to 3:00pm Monday through Friday. If the contractor wants to cut on a weekend or a holiday, permission shall be received from the Contract Administrator only.

The contractor shall cooperate with the Contract Administrator concerning scheduling of work to meet the needs and requirements of HRWTF.

The contractor shall have a representative on-site at all times while contractors' operations are in progress. Representative shall be familiar with all aspects of the work and contract. Representative shall be authorized by the contractor to represent the contractor in all discussions concerning scheduling and work.

It is the policy of the HRWTF to adopt all standards enforced by the Virginia Department of Labor and Industry and the U.S. Department of Labor under the Occupational Safety and Health Act to include OSHA standards. The contractor shall adhere to all safety and health standards. The following equipment shall be worn by all contract workers: safety glasses or goggles, hard hats, and safety shoes. Contractors shall be required to attend a plant safety orientation to review plant policies and procedures.

Completed work will be inspected by the Contract Administrator. Extra charges are not allowed. Bid price shall be for the entire job as specified. Price will be per cut, and invoiced for each cutting for payment. Services that are performed shall be submitted to HRWTF in writing detailing completion of work. Invoicing shall match dates of services and detail work performed.

The HRWTF may terminate the contract in whole or in part whenever HRWTF determines such termination is in the best interest of the facility. The contractor has 24 hours to correct deficiencies or payment may be withheld for the unsatisfactory area. The Contract Administrator is solely responsible for determining compliance with contract specifications. The contract may be revoked for unsatisfactory performance as determined by the Contract Administrator. Contractor will be given 10 days written notice to improve performance before termination. The contract may be terminated without notice after two 10 day notices are given in one season or four notices during the life of the contract.

Please list all equipment to be used to satisfy this part of the contract:

_____
_____
_____
_____
_____
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_____
_____
_____

Please provide a minimum of three references below:

_____
_____
_____
_____
_____
_____

Bid Sheet for Hopewell Regional Wastewater Treatment Facility

Quotation Per Cutting – 231 Hummel Ross Road – Weekly (Price per week)	$_____
Mulching – Administration Building – Annually (15 yards) (Price per year)	$_____
Herbicide Spraying – Sidewalks, Curbs, Mulch Beds – Monthly (Price per month)	$_____
Storm Water Outfalls – Weed Trimming – Monthly (Price per month)	$_____
Leaf Removal – One Time Per Season – Twice Per Year (Price per season)	$_____
Lawn Aeration – Fall Overseed and Fertilizer – Administration Building And Island (1.5 acre) – Once Per Year (Price per year)	$_____
Spring Weed and Feed – Administration Building and Island (1.5 acre) – Once Per Year (Price per year)	$_____
Total Bid	$_____

Invoices must be submitted to the Contract Administrator for payment.

Contract Administrator: Shayna Jones Johnson 804-541-2210

ALL QUESTIONS PERTAINING TO THIS BID MUST BE RECEIVED IN WRITING AND SENT TO SHAYNA J. JOHNSON, PURCHASING AGENT (SJOHNSON@HOPEWELLVA.GOV).
THE DEADLINE FOR QUESTIONS IS APRIL 18, 2014. RESPONSES TO QUESTIONS WILL BE ISSUED VIA AN ADDENDUM AFTER APRIL 25, 2014.

GENERAL TERMS AND CONDITIONS

A. **APPLICABLE LAWS AND COURTS:** This solicitation and any resulting contract shall be governed in all respects by the laws of the Commonwealth of Virginia and the City of Hopewell, Virginia; any litigation with respect thereto shall be brought in the courts of the City. The contractor shall comply with all applicable federal, state and local laws, rules and regulations. This compliance includes obtaining a Hopewell business license, if required, before work is performed.

B. **EMPLOYMENT DISCRIMINATION/DRUG-FREE WORKPLACE BY CONTRACTOR:** By submitting the bids/proposals, the bidders/offerors certify to the City that they will conform to the provisions of the Federal Civil Rights Act of 1964, as amended, as well as the Virginia Fair Employment Contracting Act of 1975, as amended, where applicable, the Virginians With Disabilities Act, the Americans With Disabilities Act and §2.2-4311 of the *Virginia Public Procurement Act.* If the award is made to a faith-based organization, the organization shall not discriminate against any recipient of goods, services, or disbursements made pursuant to the contract on the basis of the recipient's religion, religious belief, refusal to participate in a religious practice, or on the basis of race, age, color, gender or national origin and shall be subject to the same rules as other organizations that contract with the City to account for the use of the funds provided; however, if the faith-based organization segregates public funds into separate accounts, only the accounts and programs funded with public funds shall be subject to audit by the City. (Code of Virginia, § 2.2-4343.1E).

Every contract over Ten Thousand Dollars ($10,000) shall include the provisions below. During the performance of this contract, the contractor agrees as follows:

1. The contractor will not discriminate against any employee or applicant for employment because of race, religion, color, sex, national origin, age, disability or other basis prohibited by state law relating to discrimination employment, except where there is a bona fide occupational qualification reasonably necessary to the normal operation of the contractor. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this non-discrimination clause.

2. The contractor, in all solicitations or advertisements for employees placed by or on behalf of the contractor, will state that such contractor is an equal opportunity employer.

3. Notices, advertisements and solicitations placed in accordance with federal law, rule or regulation shall be deemed sufficient for the purpose of meeting these requirements of this section.

4. To provide a drug-free workplace for the contractor's employees.

5. To post in conspicuous places, available to employees and applicants for employment, a statement notifying employees that the unlawful manufacture, sale, distribution, dispensation, possession, or use of a controlled substance or marijuana is prohibited in the

contractor's workplace and specifying the actions that will be taken against employees for violations of such prohibition.

6. To state in all solicitations or advertisements for employees placed by or on behalf of the contractor that the contractor maintains a drug-free workplace.

For the purposes of this section, "drug-free workplace" means a site for the performance of work done in connection with a specific contract awarded to a contractor, the employees of whom are prohibited from engaging in the unlawful manufacture, sale, distribution, dispensation, possession or use of any controlled substance or marijuana during the performance of the contract.

The contractor will include the provisions of the foregoing paragraphs 1, 2, 3, 4, 5 and 6 in every subcontract or purchase order over Ten Thousand Dollars ($10,000) so that the provisions will be binding upon each subcontractor or vendor.

C. **DIRECT TAXES:** All bids/proposals shall be submitted exclusive of direct Federal, State, and local taxes. However, if the bidder/offeror believes that certain taxes are properly payable by the City, he may list such taxes separately in each case directly below the respective item bid/proposal price. Tax exemption certification will be furnished on request.

D. **INDEMNITY:** The contractor agrees to defend, indemnify and hold harmless, the City of Hopewell and its members, officers, directors, employees, agents, and representatives from and against any and all claims, damages, demands, losses, costs and expenses, including attorney's fees, and any other losses of any kind or nature whatsoever including claims for bodily injuries, illness, disease, or death and physical property loss or damage in favor of contractor, its sub-contractors, their employees, agents, and third parties arising during the performance of services and resulting from tort, strict liability, or negligent acts or omissions of contractor, its sub-contractors and their employees or agents under the agreement, or resulting from breaches of contract, whatever by statue or otherwise.
Each contractor shall assume the responsibility for damage to or loss of its material, equipment or facilities located at the site and, in order to effect this limitation of liability, the contractor agrees to insure or self-insure such property against any such risk.

E. **SALES TAXES:** The City is exempt from payment of State sales and use tax on all tangible personal property purchased or leased for its use or consumption. Certificate of Exemption will be furnished upon request.

F. **QUOTATION FORM:** The bidder/offeror must sign and properly fill out all forms in this Bid/Proposal or be subject to being declared unresponsive. If unable to submit a Bid/Proposal, please sign and return this solicitation form, advising reason for no Bid/Proposal.

G. **CONTRACTOR'S DEFAULT:** In case of default of the contractor, the City may procure the articles of service from other sources and hold the contractor responsible for any excess cost incurred thereafter.

H. **COMPUTATION OF TIME FOR DISCOUNTS:** Time in connection with discount offered, will be computed from date of delivery of the supplies or materials to carrier when final inspection and acceptance are at those points or from date correct invoice is received if latter is later than the date of delivery.

I. **ETHICS IN PUBLIC CONTRACTING:** By submitting the bids/proposals, the bidders/offerors certify that the bids/proposals are made without collusion or fraud and that they have not offered or received any kickbacks or inducements from any other bidder/offeror, supplier, manufacturer or subcontractor in connection with the bid/proposal, and that they have not conferred on any public employee having official responsibility for this procurement transaction any payment, loan, subscription, advance, deposit of money, services or anything of more than nominal value, present or promised, unless consideration of substantially equal or greater value was exchanged.

J. **GOVERNMENTAL RESTRICTIONS:** In the event any governmental restrictions may be imposed which would necessitate alteration of the materials, quality, workmanship, or performance of the items offered in this Bid/Proposal prior to their delivery, it shall be the responsibility of the successful bidder/offeror to notify this office at once, indicating in his letter the specific regulation which requires such alterations. The City reserves the right to accept any such alterations, including any price adjustments occasioned thereby, or to cancel the contract.

K. **IMMIGRATION REFORM AND CONTROL ACT OF 1986:** By entering into a written contract with the City of Hopewell, the Contractor certifies that the Contractor does not, and shall not during the performance of the contract for goods and services in the City, knowingly employ an unauthorized alien as defined in the federal Immigration Reform and Control Act of 1986.

L. **DEBARMENT STATUS:** By submitting the bids/proposals, the bidders/offerors certify that they are not currently debarred by the Commonwealth of Virginia from submitting bids or proposals on contracts for the type of goods and/or services covered by this solicitation, nor are they an agent of any person or entity that is currently so debarred.

M. **ANTITRUST:** By entering into a contract, the contractor conveys, sells, assigns, and transfers to the City of Hopewell, Virginia all rights, title and interest in and to all causes of action it may now have or hereafter acquire under the antitrust laws of the United States and the Commonwealth of Virginia, relating to the particular goods or services purchased or acquired by the City of Hopewell, Virginia under said contract.

N. **PAYMENT:** Payment by the City is due thirty days (30) after delivery is made to the City of Hopewell and inspection unless otherwise specifically provided: subject to any discounts allowed.

To Prime Contractor:

Invoices for items ordered, delivered and accepted shall be submitted by the contractor

directly to the payment address shown on the purchase order/contract. All invoices shall show the contract number and/or purchase order number, social security number (for individual contractors) or the federal employer identification number (for proprietorships, partnerships, and corporations).

All goods or services provided under this contract or purchase order, that are to be paid for with public funds, shall be billed by the contractor at the contract price, regardless of which public agency is being billed.

The following shall be deemed to be the date of payment: the date of postmark in all cases where payment is made by mail, or the date of offset when offset proceedings have been instituted as authorized.

Unreasonable Charges: Under certain emergency procurements and for most time and material purchases, final job costs cannot be accurately determined at the time orders are placed. In such cases, contractors should be put on notice that final payment in full is contingent on a determination of reasonableness with respect to all invoiced charges. Charges, which appear to be unreasonable, will be researched and challenged, and that portion of the invoice held in abeyance until a settlement can be reached. Upon determining that invoiced charges are not reasonable, the City shall promptly notify the contractor, in writing, as to those charges, which it considers unreasonable, and the basis for the determination. A contractor may not institute legal action unless a settlement cannot be reached within thirty (30) days of notification.

To Subcontractors:

A contractor awarded a contract under this solicitation is hereby obligated:

1. To pay the subcontractor(s) within seven (7) days of the contractor's receipt of payment from the City for the proportionate share of the payment received for work performed by the subcontractor(s) under the contract; or

2. To notify the City and the subcontractor(s), in writing, of the contractor's intention to withhold payment and the reason.

3. The contractor is obligated to pay the subcontractor(s) interest at the rate of one percent per month (unless otherwise provided under the terms of the contract) on all amounts owed by the contractor that remain unpaid seven (7) days following receipt of payment from the City, except for amounts withheld as stated in (2) above. The date of mailing of any payment by U. S. Mail is deemed to be payment to the addressee. These provisions apply to each sub-tier contractor performing under the primary contract. A contractor's obligation to pay an interest charge to a subcontractor may not be construed to be an obligation of the City.

O. **PRECEDENCE OF TERMS:** Paragraphs A-N of these General Terms and Conditions shall apply in all instances. In the event there is a conflict between any of the other General Terms and Conditions and any Special Terms and Conditions in this solicitation, the Special Terms and

Conditions shall apply.

P. **TESTING AND INSPECTION:** The City reserves the right to conduct any test/inspection it may deem advisable to assure goods and services conform to the specifications.

Q. **ASSIGNMENT OF CONTRACT:** A contract shall not be assignable by the contractor in whole or in part without the written consent of the City.

R. **CHANGES TO THE CONTRACT:** Changes can be made to the contract in any of the following ways:

1. The parties may agree in writing to modify the scope of the contract. An increase or decrease in the price of the contract resulting from such modification shall be agreed to by the parties as a part of their written agreement to modify the scope of the contract.

2. The Purchasing Department may order changes within the general scope of the contract at any time by written notice to the contractor. Changes within the scope of the contract include, but are not limited to, things such as services to be performed, the method of packing or shipment, and the place of delivery or installation. The contractor shall comply with the notice upon receipt. The contractor shall be compensated for any additional costs incurred as the result of such order and shall give the Purchasing Department a credit for any savings. Said compensation shall be determined by one of the following methods:

   a. By mutual agreement between the parties in writing; or

   b. By agreeing upon a unit price or using a unit price set forth in the contract, if the work to be done can be expressed in units, and the contractor accounts for the number of units of work performed, subject to the Purchasing Department's right to audit the contractor's records and/or to determine the correct number of units independently; or

   c. By ordering the contractor to proceed with the work and keep a record of all costs incurred and savings realized. A markup for overhead and profit may be allowed if provided by the contract. The same markup shall be used for determining a decrease in price as the result of savings realized. The contractor shall present the Purchasing Department with all vouchers and records of expenses incurred and savings realized. The Purchasing Department shall have the right to audit the records of the contractor, as it deems necessary to determine costs or savings. Any claim for an adjustment in price under this provision must be asserted by written notice to the Purchasing Department within thirty (30) days from the date of receipt of the written order from the Purchasing Department. If the parties fail to agree on an amount of adjustment, the question of an increase or decrease in the contract price or time for performance shall be resolved in accordance with the procedures for resolving disputes provided by the Disputes Clause of this contract or, if there is none, in accordance with the disputes provisions of the Virginia Public Procurement Act. Neither the existence of a claim nor a dispute resolution process, litigation or any other provision of this contract shall excuse the contractor from promptly complying with the changes ordered by the Purchasing

Department or with the performance of the contract generally.

S. **DEFAULT:** In case of failure to deliver goods or services in accordance with the contract terms and conditions, the City, after due oral or written notice, may procure them from other sources and hold the contractor responsible for any resulting additional purchase and administrative costs. This remedy shall be in addition to any other remedies, which the City may have.

T. **AUTHORIZATION TO CONDUCT BUSINESS IN THE COMMONWEALTH:** A contractor organized as a stock or non-stock corporation, limited liability company, business trust, or limited partnership or registered as a registered limited liability partnership shall be authorized to transact business in the Commonwealth as a domestic or foreign business entity if so required by Title 13.1 or Title 50 of the Code of Virginia or as otherwise required by law. Any business entity described above that enters into a contract with the City pursuant to the Virginia Public Procurement Act shall not allow its existence to lapse or its certificate of authority or registration to transact business in the Commonwealth, if so required under Title 13.1 or Title 50, to be revoked or cancelled at any time during the term of the contract. The City may void any contract with a business entity if the business entity fails to remain in compliance with the provisions of this section.

U. **INSURANCE:** The contractor shall secure and maintain in force, at his/her own expense all required forms of insurance and payment bonds to insure the completion for the work under contract to the satisfaction of the City and without damage to, or claims against the City. The contractor shall provide satisfactory evidence of bonds and insurance on behalf of the sub-contractors, before entering into an agreement to sublet any part of the work to be done under this contract.

The following performance and payment bonds and forms of insurance shall be secured by the contractor to cover all work under contract and to protect the contractor, the City, and general public against any damage of claims in connections with the performance of the contract. The bonds and insurance shall be by companies duly authorized to do business in the State of Virginia. Certificates of Insurance, naming the City as an additional insured for each type of coverage shall be required.

At the discretion of the purchasing agent, bidders/offerors may be required to submit with their bid/proposal a bid/proposal bond, or a certified check, in an amount to be determined by the purchasing agent, which shall be forfeited to the City as liquidated damage upon the bidder's/offeror's failure to execute a contract awarded to him/her or upon the bidder's/offeror's failure to furnish any required performance or payment bonds in connection with a contract awarded to him/her.

At the discretion of the purchasing agent, the winning contractor(s) may be required to submit a performance and payment bond to the City which shall be evoked upon contractor's failure to execute a contract awarded or the failure to satisfactorily complete work for which a contract or purchase order was awarded. Performance bond and payment bond in the amount of one hundred (100) percent of contract price is required as security of contract, or

security for payment of all persons performing labor and furnishing materials in connection with the contract, and protecting the City from all damages or claims resulting from, or in connection with the performance of the contract or purchase order.

The performance bond and payment bond shall and does bind the surety company to protect the City from damages, claims or costs by failure of the contractor to make corrective action due to his financial solvency or for any other cause whatever.

INSURANCE COVERAGES AND LIMITS REQUIRED:

1. Worker's Compensation - Statutory requirements and benefits; require that the City of Hopewell, Virginia be added as an additional named insured on contractor's policy.

2. Employers Liability - $500,000.

3. Comprehensive general liability for bodily injury liability and property damage liability shall be provided as to limits specified.

4. Contractor's protective liability shall be provided for bodily injury liability and property damage liability.

5. Fire and extended coverage shall be provided on the completed builder risk form if specified in bid specifications.

6. The contractor shall require each of his subcontractors to carry Workmen's Compensation Insurance and public liability and property damages liability.

7. Commercial General Liability - $1,000,000 combined single limit. The City of Hopewell, Virginia is to be named as an additional named insured with respect to the services being procured. This coverage is to include Products and Completed Operations Coverage.

8. Automobile Liability – bodily injury and property damage shall be provided as to limits set forth in the specifications.

The contractor shall have executed and delivered to the City copies of all insurance certificates.

Executed copies of the performance bond shall become a part of all copies of the contract.

SPECIAL TERMS AND CONDITIONS

A. **ADVERTISING:** In the event a contract is awarded for supplies, equipment, or services resulting from this bid/proposal, no indication of such sales or services to the City of Hopewell,

Virginia will be used in product literature or advertising. The contractor shall not state in any of its advertising or product literature that the City of Hopewell, Virginia or any department or institution of the City has purchased or uses its products or services.

B. **AUDIT:** The contractor shall retain all books, records, and other documents relative to this contract for five (5) years after final payment, or until audited by the City of Hopewell, whichever is sooner. The agency, its authorized agents, and/or state auditors shall have full access to and the right to examine any of said materials during said period.

C. **AWARD OF CONTRACT:** An award will be made to the lowest responsive and responsible bidder/offeror. Evaluation will be based on net prices. Unit prices, extensions and grand total must be shown. In case of arithmetic errors, the unit price will govern. If cash discount for prompt payment is offered, it must be clearly shown in the space provided. Discounts for prompt payment will not be considered in making awards. The City reserves the right to reject any and all bids/proposals in whole or in part, to waive any informality, and to delete items prior to making an award.

D. **BID/PROPOSAL ACCEPTANCE PERIOD:** Any bid/proposal in response to this solicitation shall be valid for 120 days. At the end of the 120 days the bid/proposal may be withdrawn at the written request of the bidder/offeror. If the bid/proposal is not withdrawn at that time it remains in effect until an award is made or the solicitation is canceled.

E. **CANCELLATION OF CONTRACT:** The Purchasing Department reserves the right to cancel and terminate any resulting contract, in part or in whole, without penalty, upon 30 days written notice to the contractor. In the event the initial contract period is for more than 12 months, the resulting contract may be terminated by either party, without penalty, after the initial 12 months of the contract period upon 30 days written notice to the other party. Any contract cancellation notice shall not relieve the contractor of the obligation to deliver and/or perform on all outstanding orders issued prior to the effective date of cancellation.

F. **EXTRA CHARGES NOT ALLOWED:** The bid/proposal price shall be for complete installation ready for the City's use, and shall include all applicable freight and installation charges; extra charges will not be allowed.

G. **MINORITY/WOMEN-OWNED BUSINESSES SUBCONTRACTING AND REPORTING:** Where it is practicable for any portion of the awarded contract to be subcontracted to other suppliers, the contractor is encouraged to offer such business to minority and/or women-owned businesses. Names of firms may be available from the buyer and/or from the Division of Purchases and Supply. When such business has been subcontracted to these firms and upon completion of the contract, the contractor agrees to furnish the purchasing office the following information: name of firm, phone number, total dollar amount subcontracted and type of product/service provided.

H. **PREPARATION AND SUBMISSION OF BIDS/PROPOSALS:** Bids/proposals must give the full business address of the bidder/offeror and be signed by him/her with his/her usual

signature. Bids/proposals by partnerships must furnish the full name of all partners and must be signed in the partnership name by one of the members of the partnership or any authorized representative, followed by the designation of the person signing. Bids/proposals by corporations must be signed with the legal name of the corporation followed by the name of the State in which it is incorporated and by the signature and designation of the president, secretary, or other person authorized to bind it in the matter. The name of each person signing shall also be typed or printed below the signature. A bid/proposal by a person, who affixes to the signature the word "President," "Secretary," "Agent" or other designation without disclosing the principal, may be held to be the bid/proposal of the individual signing. When requested by the City, satisfactory evidence of the authority of the officer signing in behalf of the corporation shall be furnished.

I. **WITHDRAWAL OR MODIFICATION OF BIDS/PROPOSALS:** Bids/proposals may be withdrawn or modified by written notice received from bidders/offerors prior to the deadline fixed for bid/proposal receipt. The withdrawal or modification may be made by the person signing the bid/proposal or by an individual(s) who is authorized by him on the face of the bid. Written modifications may be made on the bid/proposal form itself, on the envelope in which the bid/proposal is enclosed, or on a separate document. Written modifications, whether the original is delivered, or transmitted by facsimile, must be signed by the person making the modification or withdrawal.

J. **RECEIPT AND OPENING OF BIDS/PROPOSALS:** It is the responsibility of the bidder/offeror to assure that his bid/proposal is delivered to the place designated for receipt of bids/proposals and prior to the time set for receipt of bids/proposals. Bids/proposals received after the time designated for receipt of bids/proposals will not be considered. Bids/proposals will be opened at the time and place stated in the advertisement, and their contents made public for the information of bidders/offerors and others interested who may be present either in person or by representative. The officer or agent of the City, whose duty it is to open them, will decide when the specified time has arrived. No responsibility will be attached to any officer or agent for the premature opening of a bid/proposal not properly addressed and identified.

K. NEGOTIATION WITH THE LOWEST BIDDER: Unless all bids are cancelled or rejected, the City of Hopewell reserves the right granted by §2.2-4318 of the *Code of Virginia* to negotiate with the lowest responsive, responsible bidder to obtain a contract price within the funds available to the agency whenever such low bid exceeds the city's available funds. For the purpose of determining when such negotiations may take place, the term "available funds" shall mean those funds which were budgeted by the agency for this contract prior to the issuance of the written Invitation for Bids. Negotiations with the low bidder may include both modifications of the bid price and the Scope of Work/Specifications to be performed. The city shall initiate such negotiations by written notice to the lowest responsive, responsible bidder that its bid exceeds the available funds and that the agency wishes to negotiate a lower contract price. The times, places, and manner of negotiating shall be agreed to by the city and the lowest responsive, responsible bidder.